(2025) 04 RAJ CK 0614

In the Rajasthan High Court, Jaipur Bench

Case No : Spl. Appl. Writ No. 566 Of 2024, Connected with Spl. Appl. Writ No. 567/2024

Ecosafe Infraprojects Llp — APPELLANT

Vs

State Of Rajasthan — RESPONDENT

Date of Decision : 22-04-2025

Acts Referred:
Income Tax Act, 1961 — Section 245(C), 245(C)(1), 245(D), 245(H)

Citation : (2025) 04 RAJ CK 0614

Hon'ble Judges : Avneesh Jhingan, J;Maneesh Sharma, J

Bench : Division Bench

Advocate : Siddharth Bapna, Meyhul Mittal, Abhishek Bhardwaj

Final Decision : Dismissed

Judgement

Manindra Mohan Shrivastava, CJ

1. These appeals are directed against the common order dated 07.05.2024 passed by the learned Single Judge, whereby the petitioner's writ petitions, challenging e-auction notices dated 06.03.2024 and 08.03.2024 and further prayer to issue clarification with respect to the issues raised by the petitioner and to issue mandamus to conduct re-auction, have been dismissed.

2. Quintessential facts, necessary and relevant for adjudication of the controversy involved in these cases and as reflected from the pleadings and documents of the parties and the order of the learned Single Judge, are stated infra:

For brevity and convenience, facts stated in one of the two petitions raising common issues on similar facts contained in S.B. Civil Writ Petition No.6087/2024, reveal that the petitioner, a limited liability partnership, participated in the e-auction process floated by the respondents for auction of as many as 14 plots of minor mineral bajri (river sand). Out of these, 7 plots pertain to District Bhilwara and remaining 7 plots pertain to District Sirohi. E-auction was commenced with issuance of e-auction notices dated 06.03.2024 and 08.03.2024 for two different sets of plots, on identical terms and conditions. Under two auction notices, the auction was scheduled for 27th and 28th of March, 2024. The appellant submitted a letter dated 11.03.2024 to the respondents seeking clarification as according to his understanding, some of the terms and conditions were ambiguous and clouded with uncertainty. It was followed by a reminder on 20.03.2024. In the meantime, the appellant remitted an amount of Rs.11,800/- as application fee and Rs.41,00,000/- as bid security on 22.03.2024, which, according to the appellant, was in anticipation of clarification that may be issued subsequently. The appellant thereafter sent a legal notice on 22.03.2024 alleging that the auction proceedings were held without issuing any clarification on the uncertain terms and conditions. Therefore, auction be conducted through a transparent and fair process. It is relevant to mention here that the appellant proceeded to challenge the auction proceedings by filing two writ petitions on 06.04.2024. By that time, the auctions were finalised. The challenge to the auction proceedings under two e-auction notices in respect of two sets of plots for grant of lease of minor mineral bajri (river sand) was essentially premised on following two aspects:

(A) Clause 1 of e-auction notice dated 06.03.2024 is vague and uncertain as it only states that the period of lease would be five years from the date of registration of lease. It was contended before the learned Single Judge that the said condition is ambiguous and uncertain for the reason that as per Rule 16(3) of the Rajasthan Minor Mineral Concession Rules, 2017 (hereinafter referred to as 'the Rules of 2017'), the lease is required to be granted by the competent authority with a condition that lessee shall commence the mining operations after obtaining environmental clearance (hereinafter referred to as 'EC'). Since no mining activities under the Rules can be carried out until and unless EC was granted by the competent authority, which takes fairly long period of about two years, it created an ambiguity and uncertainty, as in case the clearances are not granted, the very object and purpose of taking lease may be frustrated as the lease period or a substantial period of the lease period may expire without any mining activity. As the law declared by Hon'ble Supreme Court in the case of Deepak Kumar vs. State of Maharashtra [2012 (4) SCC 629] mandates that the lease shall be granted only after EC, this aspect was required to be clarified as to what would exactly be the date of commencement of lease and without such a clarification, the appellant could not have participated in the auction process.

(B) Sub-clause (2) and (5) of Clause 11 of the e-auction notice dated 06.03.2024 are also highly ambiguous and uncertain because it is not clear as to how the rate of sale at pit mouth would be determined because sub-clause (2) requires the lease holder to establish two different spots for stocking mineral with the facility of CCTV camera, inward and outward register and weighing on weigh bridge at two different entry and exit points. According to sub-clause (20) of Clause 11 of the auction notice, holder of lease was required to comply with the Hon'ble Supreme Court directions and the recommendations of the Central

Empowered Committee (for short, 'CEC'), which do not permit sale from pit mouth but from another centre/stocking place. As the loading and transportation of mineral from pit mouth to the stocking centre would incur expenses, the expression that the sale of mineral at mouth pit of the river, on the one hand, led the appellant to assume that the mineral is to be sold at the mouth pit on the maximum sale price fixed by the respondent and on the other hand, the other conditions and the directions issued by Hon'ble Supreme Court did not allow the sale of mineral at mouth pit of the river. This aspect was also required to be clarified.

3. Learned senior counsel appearing for the appellant vehemently contended that these two ambiguities in the terms and conditions of the auction notice rendered the entire auction proceedings and subsequent award of lease to so called successful bidders as void for uncertainty. It is further contended that it lacks transparency and fairness. Learned senior counsel placed reliance upon decisions in the cases of Reliance Energy Ltd. & Anr. vs. Mahrashtra State Road Development Corporation Ltd. & Ors. [(2007) 8 SCC 1], Oynx Management Services Pvt. Ltd. & Anr. vs. Union of India & Ors. [AIR 2024 Delhi 84], R.B. Contractors, Yavatmal vs. State of Maharashtra & Ors. [(2006) 6 MhLJ 316] and Dutta Associates Pvt. Ltd. vs. Indo Merchantiles Pvt. Ltd. & Ors. [(1997) 1 SCC 53].

4. Per contra, learned Additional Advocate General appearing for the State as well as learned counsel for the successful bidders raised common submissions. It has been argued that the appellant was never serious but was planted to somehow stall the process of award of mining lease by raising controversy and frivolous objections. As many as 132 bidders submitted their offer by submitting applications, but none of them, except the present appellant, had any such confusion regarding terms and conditions, on which the auction was to be held. Relevant clauses provisions of Rules 9, 13, 16 and 21 of the Rules of 2017 make it absolutely clear, unambiguous and unequivocal as to what would be the period of lease; when would lease be granted and when would lease commences. They would also submit that the submissions of the learned counsel for the appellant are premised on erroneous interpretation of the provisions of law as well as on facts both. In order to ascertain the terms and conditions of auction, one is required not to only read the terms and conditions of auction notice in isolation, but along with statutory procedures engrafted in the Rules of 2017, which govern the bid process, grant of lease and period of lease. It is also argued that as far as the terms and conditions regarding sale price of mineral is concerned, it was made clear that the sale price would be fixed on pit mouth of the river. This, however, was required to be ascertained. However, consistent with the directions of Hon'ble Supreme Court based on recommendations of CEC, it was clarified that a separate stocking point will have to be established along with facility of CCTV camera, inward outward register and weighing on weigh bridge. These clauses together leave no manner of doubt as to what would be the basis for sale price and which would be the point for the purposes of dispatch and sale. As the

Rule requires the sale price to be fixed at the pit mouth, consistent with the scheme of Rule, it was provided in the auction notice that the sale price would be fixed at pit mouth and towards compliance of the order of Hon’ble Supreme Court, the point for sale and dispatch was fixed at a place different from the pit mouth. Therefore, neither there was any ambiguity nor any uncertainty, which was required to be clarified. This aspect was correctly appreciated by the learned Single Judge and writ petitions being frivolous were rightly dismissed.

Learned counsel for the State placed reliance upon decisions in the case of Uflex Limited vs. Government of Tamil Nadu & Ors. [(2022) 1 SCC 165] and N.G. Projects Ltd. vs. Vinod Kumar Jain & Ors. [(2022) 6 SCC 127].

5. Learned counsel appearing for the private respondents would further add by submitting that the petitions otherwise do not warrant any indulgence of the writ court in exercise of discretionary jurisdiction under Article 226 of the Constitution of India. It was highlighted that though the appellant had submitted objections, he should have proceeded to participate in the process of auction not only by submitting application but also by

depositing security amount. However, he chose not to participate in the process of auction and after finalisation of the bid, after about 10 days, the writ petitions were preferred. Therefore, on this ground alone the petitions were liable to be dismissed at the threshold without considering the merits of the case.

6. We have heard learned counsel for the parties and perused the record and the order passed by the learned Single Judge.

7. There is no quarrel with the settled legal position as adumbrated in various judgments of Hon’ble Supreme Court and High Courts referred to by learned senior counsel for the appellant that the terms and conditions of the tender/ auction must indicate with legal certainty, the norms and benchmarks, which are important aspect of rule of law, and vagueness may result in unequal and discriminatory treatment and may altogether vitiate the entire tender/auction proceedings.

8. In the case of Dutta Associates Pvt. Ltd. (supra), it was held that the procedure for award of tender should be open, transparent, and fair dealing. In para 5, it was observed as under:

“5. It is thus clear that the entire procedure followed by the Commissioner and the Government of Assam in accepting the tender of Dutta Associates [appellant herein] is unfair and opposed to the norms which the Government should follow in such matters, viz., openness, transparency and fair dealing. The Grounds No.1 and 2, which we have indicated hereinabove, are more fundamental than the third ground upon which the High Court has allowed the writ appeal.”

9. In the case of Reliance Energy Ltd. (supra), it was propounded as below:

“38. When tenders are invited, the terms and conditions must indicate with legal certainty, norms and benchmarks. This "legal certainty" is an important aspect of the rule of law. If there is vagueness or subjectivity in the said norms it may result in unequal and discriminatory treatment. It may violate doctrine of "level playing field".

39. In Reliance Airport Developers (P) Ltd. v. Airports Authority of India - (2006) 10 SCC 1, the Division Bench of this Court has held that in matters of judicial review the basic test is to see whether there is any infirmity in the decision-making process and not in the decision itself. This means that the decision-maker must understand correctly the law that regulates his decision- making power and he must give effect to it otherwise it may result in illegality. The principle of "judicial review" cannot be denied even in contractual matters or matters in which the Government exercises its contractual powers, but judicial review is intended to prevent arbitrariness and it must be exercised in larger public interest. Expression of different views and opinions in exercise of contractual powers may be there, however, such difference of opinion must be based on specified norms. Those norms may be legal norms or accounting norms. As long as the norms are clear and properly understood by the decision-maker and the bidders and other stakeholders, uncertainty and thereby breach of rule of law will not arise. The grounds upon which administrative action is subjected to control by judicial review are classifiable broadly under three heads, namely, illegality, irrationality and procedural impropriety. In the said judgment it has been held that all errors of law are jurisdictional errors. One of the important principles laid down in the aforesaid judgment is that whenever a norm/benchmark is prescribed in the tender process in order to provide certainty that norm/standard should be clear. As stated above "certainty" is an important aspect of rule of law. In Reliance Airport Developers (supra), the scoring system formed part of the evaluation process. The object of that system was to provide identification of factors, allocation of marks of each of the said factors and giving of marks at different stages. Objectivity was thus provided.”

10. The aforesaid principle has been followed by the Bombay High Court in the case of R.B. Contractors (supra) and the Delhi High Court in the case of Oynx Management Services Pvt. Ltd. (supra) holding that while construing/interpreting the terms and conditions of the tender document, the Courts are required to do so on the basis of language used in such terms and conditions, the purpose for which they were incorporated, keeping in view the objective to be achieved and not on the basis of explanations given by the department in this regard in the reply/affidavit filed in the Court, as held in R.B. Contractors (supra). It has also been recognized as well established norm and principle in the public tenders that clarifications, doubts or ambiguities should be promptly addressed through proper channels. Inaction in this regard shifts the burden of any misinterpretation on the bidder, as held in Oynx Management Services Pvt. Ltd. (supra).

11. Therefore, if the terms and conditions of the auction are vague, ambiguous

or uncertain, it may frustrate object of fair and transparent process of tender/ auction, and in such a case, failure to come out with proper clarification at an appropriate stage, may even vitiate the entire tender/auction proceedings. However, if on the facts and circumstances of the case in hand, the Court reaches to the conclusion that there is no vagueness, ambiguity or uncertainty in the terms and conditions of tender/auction, failure to respond to letters seeking clarification would not vitiate the proceedings as the same would be inconsequential.

12. The learned Single Judge, after a detailed consideration of the submissions of the learned counsel for the parties and after minute scrutiny of the terms and conditions of the auction/tender and the provisions contained in the Rules, has arrived at the conclusion that no ambiguity or uncertainty exits in the terms and conditions of the auction so as to say that it lacked fairness or transparency.

13. As far as the first issue of ambiguity with reference to clause (1) of the auction notice dated 06.03.2024 is concerned, it reads as below:

(the period of mineral bajri mining lease would be for 5 years from the date of registration of lease)

14. Grant of mineral concession by way of mining lease in respect of minor mineral including bajri (river sand) is governed by the provisions of the Rules of 2017. The Rules regulate grant of mining lease of river sand. Detailed provisions have been made under the Rules dealing with every aspect of mining lease, which includes, inter alia, rights of existing mineral concession holders and applicants; grant of mineral concession, terms and conditions of grant of royalty, assessment, permit etc.

15. Rule 9 of the Rules of 2017 provides for period of mining lease including provisions for its extension. For the present, we are only concerned with the provision with regard to period of mining lease. Therefore, relevant extract of the aforesaid Rule 9, for ready reference, is extracted hereinbelow:

“Rule 9. Period of mining lease. - (1) On and from the date of commencement of these rules, all mining leases shall be granted for the period of fifty years:

Provided that period of mining leases for mineral bajri [except in paleo-channel sand deposit of Bikaner district] shall be five years.

(2) All mining leases except for mineral bajri (river sand) granted before the commencement of these rules, shall be deemed to have been granted for a period of fifty years.

(3) ……….

(3A) ……….

(4) ……….

(5) ……….”

16. It is as clear as day light that on and from the commencement of the Rules of 2017, all mining leases, except mineral 'bajri' shall be granted for a period of fifty years. Proviso to Rule 9(1) provides mining leases for mineral bajri, except in paleo-channel sand deposit of Bikaner district, for five years. The terms and conditions of the auction notice simply says that the period of lease shall be 5 years. Therefore, the prescription in the e-auction notice is in accordance with the provisions contained in law.

17. The submission made by learned counsel for the appellant that the Rule and auction terms are ambiguous and suffer from uncertainty is without proper reading of remaining provisions of the Rules of 2017, which deal with the procedure and various steps before lease could be registered. The manner, in which the e-auction bid is to be conducted and parameters as also guidelines for e-auction, have been detailed in Rules 13, 14 and 15.

18. While Rule 16 provides for grant of mining lease, Rule 18 and 19 deal with bid security of e-auction and security deposit. Rule 20 deals with performance security. Rule 21 importantly deals with execution of mining lease. Rule 22 deals with registration for mining of mineral concession. The scheme of the aforesaid Rules with regard to conduct, grant and registration of mining lease, reveals that towards registration of mining lease, before mining activities can be allowed to commence, many other compliances are required to be made and it is not that the lease deed is executed and registered on the date next to finalisation of bid auction. Rule 16, inter alia, provides that mining lease shall be granted to a person, who offers highest premium amount through e-auction subject to provisions of certain clauses of sub-rule (5) of Rule 9 and sub-rule (8) of Rule 14 of the Rules of 2017. It then provides that upon compliance of provisions contained in sub-rule (1) of Rule 14, the competent authority shall then proceed to issue a letter of intent to successful bidder. The bidder is then required to make certain compliance including submission of registered consent of the khatedar, furnishing of the performance security, approval of mining plan within the stipulated period, submission of approval under the Forest Conversion Act, 1980 or consent under the Rajasthan Tenancy (Government) Rules, 1955 or prior recommendation of the Panchayati Raj within eighteen months from the date of issuance of letter of intent. Sub-rule (3) of Rule 16 importantly provides as hereinbelow:

"Rule 16(3) If the applicant or successful bidder, as the case may be, complies with the conditions of letter of intent within the stipulated or extended period of time, the mining lease shall be granted by the competent authority with the condition that the lessee shall commence mining operations after obtaining environment clearance:

Provided that in the cases where letter of intent has been issued before commencement of the Rajasthan Minor Mineral Concession (Second Amendment) Rules, 2022 with the condition to submit environment clearance, mining lease shall be granted with above condition after deposition of late fees at the rate of ten percent of annual dead rent for delay of every month or part thereof."

19. From careful perusal of the aforesaid provision, it is clear that it is only when the successful bidder complies with the terms and conditions of the letter of intent within the stipulated period or extended period of time, then the mining lease may be granted by the competent authority and that too with the condition that the lessee shall commence mining operations after obtaining environment clearance. Significantly, it is also provided that in cases where the letter of intent had been issued before commencement of the Rajasthan Minor Mineral Concession (Second Amendment) Rules, 2022 with the condition to submit environment clearance, mining lease shall be granted with above condition after deposition of late fees at the rate of ten percent of annual dead rent for delay of every month or part thereof. Sub-rule (4) of Rule 16 provides as below:

"16(4) The applicant or successful bidder, as the case may be, who did not comply with the conditions of letter of intent within the stipulated or extended period of time, the competent authority shall reject the bid after forfeit the application fees, premium amount and performance security deposited, after providing an opportunity of being heard by issuing notice of thirty days."

20. From bare perusal of the aforesaid provision, it is crystal clear that those successful bidders, who do not comply with the conditions of letter of intent within the stipulated or extended period of time, would suffer rejection of their bid and forfeiture of the application fees, premium amount and performance security deposited, after providing an opportunity of hearing.

21. Further sub-rule (5) of Rule 16 provides that the successful bidder shall pay the second installment being twenty percent of the offered premium before execution of mining lease as per Rule 22. Rule 21 provides for execution of mining lease, which reads as under:

"Rule 21. Execution of mining lease.- (1) The grantee shall deposit fees for map rupees one thousand and annual dead rent, security deposit, performance security, second installment being twenty percent of the offered premium and requisite non judicial stamp papers within three month from the date of receipt of the order of grant for execution of the lease deed.

(2) The lease deed shall be executed in Form - 6 within three months from the date of receipt of order of grant and the Mining Engineer concerned shall sign the agreement on behalf of the Governor as required under Article 299 of the Constitution of India.

(3) The lease deed shall be got registered at the office of sub-registrar and grantee shall return original lease dead to the Mining Engineer or Assistant Mining Engineer concerned within a period of two months from the date of execution.

(4) If the grantee fails to comply with the provisions of sub-rule (1), (2) and (3) within stipulated time period, the competent authority shall revoke the sanction

order and forfeit premium amount, security deposit and performance security deposited by the grantee:

Provided that if the grantee fails to complete the formalities mentioned in sub-rule (1), (2) and (3) within stipulated time period and applies for time extension before revocation of the order of grant, the competent authority may allow such period subject to maximum of one year for completion of formalities and execution of the lease deed on payment of late fee at the rate of nine percent of annual dead rent for every month of delay or part thereof.

Provided further that in case lease deed is not executed or registered deed is not submitted within specified period and grantee is not bonafidely responsible for the delay, and apply for extension of time, the competent authority may allow such period subject to maximum of one year for execution of the lease deed without payment of late fee.

Provided also that where period of delay for execution of lease deed exceeds one year due to any reason and revocation order has not been issued, the Director may allow further period for completion of formalities and execution of the lease deed on an application submitted by the grantee with payment of late fee at the rate of fifteen percent of annual dead rent for every month of delay or part thereof.

Provided also that where period of delay for execution of lease deed exceeds one year and grantee is not bonafidely responsible for the delay and revocation order has not been issued, the Director may allow further period for completion of formalities and execution of the lease deed on an application submitted by the grantee without payment of late fee.

(5) Notwithstanding anything contained in sub-rule (4), where the execution or registration of lease deed could not be completed due to any reason which is not on account of bonafide lapse of the grantee, sanction may be revoked by the competent authority after taking prior approval of the Director and in such case any amount of dead rent, offered premium, performance security and security deposited by grantee shall be refunded.

(6) The currency of lease shall be from the date of registration of the lease deed unless otherwise stated.

(7) The Mining Engineer or Assistant Mining Engineer concerned shall intimate the competent revenue authority to enter the mining lease area as mineral bearing area in the revenue record."

The prescription contained in Rule 21 makes it clear that upon compliance of all conditions, lease deed shall be executed in Form-6 within stipulated period from the date of receipt of order of grant and the Mining Engineer concerned shall sign the agreement on behalf of the Governor as required under Article 299 of the Constitution of India. The lease deed shall then be got registered at the office of sub-registrar and grantee shall return original lease deed to the Mining Engineer or Assistant Mining Engineer concerned within the stipulated period. Consequence of failure to comply with the provisions contained under sub-rules

(1), (2) and (3) have been provided in sub-rule (4) of the Rules of 2017 that the competent authority shall revoke the sanction order and forfeit premium amount, security deposit and performance security deposited by the grantee. Sub-rule (5) provides that where the execution or registration of lease deed could not be completed due to any reason which is not on account of bonafide lapse of the grantee, sanction may be revoked by the competent authority after taking prior approval of the Director and in such case, any amount of dead rent, offered premium, performance security and security deposited by grantee shall be refunded.

A conjoint reading of sub-rule (6) and (7) provides that the currency of lease shall be from the date of registration of the lease deed unless otherwise stated and the Mining Engineer or Assistant Mining Engineer concerned shall intimate the competent revenue authority to enter the mining lease area as mineral bearing area in the revenue record.

23. It would, thus, be seen that the process of grant of mining lease and its registration thereafter is a long drawn process and it is not an overnight affair that soonafter the bid is submitted, lease would be granted. While Rule 9 provides for the period of mining lease, sub-rule (6) of Rule 21 provides that the currency of lease shall be from the date of registration of the lease deed unless otherwise stated.

24. The detailed statutory scheme as described hereinabove does not support the statement of learned senior counsel for the appellant that the terms and conditions are vague, ambiguous and uncertain and the submissions made are based without looking into the clear provisions of the Rules. The appellant’s doubt is nothing but a figment of his imagination, which shows that the appellant did not carefully go through the provisions of the Rules. The scheme of the Rules is crystal clear that the stage of registration of lease is much after fulfillment of various compliances including environment clearance. Anybody, who is ready, must at once understand that while the period of lease is 5 years, commencement of lease shall be from the date of registration of lease deed unless otherwise stated. The appellant’s doubt that it is not clear as to what will happen in case substantial period of lease is wasted in obtaining environmental clearance, to say the least, is completely frivolous. The auction notice provided that the period of lease shall be 5 years. It did not provide any other condition clouded with uncertainty or ambiguity that too contrary to or in distortion of the statutory scheme with regard to currency period of lease.

25. Clause 1 of the e-auction notice provides that period of lease shall be 5 years from the date of commencement of lease. This is perfectly in accordance with the prescription of the proviso to sub-rule (1) of Rule 9 read with sub-rule (6) of Rule 21. The learned Single Judge has not committed any illegality in arriving at the

conclusion that there is no ambiguity or uncertainty insofar as prescription contained in Clause 1 of e-auction notice dated 06.03.2024 is concerned.

26. We shall now examine the other submission. Sub-clauses (2), (5) and (20) of Clause 11 of the e-auction notice, being relevant, are extracted hereinbelow:

Sustainable Sand Mining Management Enforcement and Monitoring Guidelines for Sand, 2020 dh ikyuk dh tkuh gksxhA”

Sub-clause (2) clearly provides that the lease holder is required to select two ‘bajri’ stocking places within a range of 2 kilometers after taking consent of the khatedar where the bajri would be deposited. It further provides that stock place shall be facilitated with CCTV camera, inward outward register of mineral and weight bridge. It further provides that the entry and exit point at the stocking place would be different.

When we look into sub-clause (5), it clearly lays down a clear condition in no uncertain terms that for the purposes of fixation of rate of royalty, the maximum price of sale is fixed with reference to pit mouth; it provides that the maximum value would be four times the royalty fixed by the State, which would be inclusive of royalty, the DMRFT RSMET and other taxes and loading. At the same time, it makes it clear that the sale will not be permitted at the pit mouth. Why this is not permissible is clear from contents of sub-clause (20) and perusal of the order of the Hon’ble Supreme Court, based on the recommendation of CEC in its order dated 19.02.2020 in the case of Bajri Lease LOL Holders Welfare Society vs. The State of Rajasthan & Ors. The attention of all the bidders intending to participate in the e-auction was specifically brought to the aforesaid requirements laid down by Hon’ble Supreme Court. Perusal of those conditions incorporated show that lessees shall not sell and dispatch the mined sand directly from the river bed to customer destinations; instead the lessee shall first transport mined sand to the designated transit depot to be maintained within 5 kms radial distance from the river bank and sell and dispatch sand to the customers destinations only from the transit depot with certain other requirements including weighment etc.

27. Moreover, Rule 13(6) clearly provides in no uncertain terms that in case of ‘bajri’, the State Government may specify the maximum sale price at pit mouth of the lease and the successful bidder shall deliver or sale the ‘bajri’ on such specified price. Rule 13(6) is extracted hereinbelow:

“Rule 13(6) In case of mineral bajri, the State Government may specify the maximum sale price at pit mouth of the lease and the successful bidder shall deliver or sale the bajri on such specified price.”

28. Once the sub-clauses (2), (5) and (20) of Clause 11 of the auction notice are read with Rule 13(6) of the Rules of 2017, it becomes as clear as day light that while the sale price is mandated under the Rules to be fixed at the pit mouth of the lease in view of the Hon’ble Supreme Court directives, the sale shall actually

take place from the transit depot, the place different from the pit mouth.

29. Again at the cost of repetition, we would observe that the appellant has assumed his own confusion as uncertainty or ambiguity in the terms and conditions with regard to fixation of sale price at pit mouth.

30. Despite clear and explicit terms and conditions, the entire case of the appellant was built up without reading the Rules, which contained statutory terms and conditions, procedure and guidelines in the matter of grant of lease for minor mineral bajari (river sand). If the terms and conditions of the auction notice are read along with the relevant rules, which we have referred to hereinabove, no reasonable person can believe that there was any vagueness, uncertainty or ambiguity in the terms and conditions. It is beyond our comprehension and we are at complete loss as to how the terms and conditions stated in the auction notice could be termed as vague, ambiguous and uncertain or non-transparent.

31. Curiously enough, as many as 132 participants participated in the bidding process, none of them raised any doubt or sought any clarification. At the cost of repetition, had the appellant carefully gone through the provisions of the Rules of 2017 governing auction, period of lease, currency of lease, place with reference to which the sale price has to be fixed, there would have been no occasion for the appellant to raise various doubts, wholly uncalled for and indulge in the exercise of seeking clarification after clarification instead of participating in the process of auction.

32. Though learned counsel for the respondents have strenuously urged before us to draw an inference that the petition was designed to stall the process of auction, one way or the other, for certain oblique motive by raising frivolous plea, we are not inclined to go further on this aspect as it is not a case where the process of grant of lease through auction was frustrated and auction could not be finalized resulting in loss of revenue to the State. We would only observe that the petition is as frivolous as it could be.

33. Since the learned Single Judge examined the matter on merits, we preferred to decide the case on merits rather than giving much weightage to the objection of maintainability on the ground that the petition was filed after finalization of the bid process, particularly taking into consideration that certain objections were submitted and the appellant had submitted his application and deposited the security amount only thereafter, followed by filing of petitions within a period of 10 days from the date of finalization of bid.

34. As an upshot of the above discussion and view, which have been taken on the issue arising for consideration, we have no doubt that the learned Single Judge has rightly dismissed the petitions.

35. The appeals, therefore, being sans substratum, are dismissed.